



Subscription Agreement

This StarRez Subscription Agreement (**SSA**) governs all ordering documents and/or statements of work (**SOW**) executed or approved by the customer (**Customer**) and the StarRez entity identified in the SOW (**StarRez, us, we, our**), and supersedes any terms or previously executed agreement between the parties which pertain to the Services described herein. This SSA, the SOW, and any other documents or terms incorporated by reference, constitutes the entire agreement and understanding between the parties on the subject matter (**Agreement**).

This Agreement is a binding contract on the Customer and governs our supply and the use of and access to the Services by the Customer and its Authorized Users.

By accepting this Agreement, either by executing a SOW, accessing or using the Services, or by authorizing or permitting any Authorized User to access or use the Services, the Customer agrees to be bound by this Agreement and is responsible for compliance with this Agreement by Authorized Users. To the extent of any inconsistency between this SSA and a SOW, the terms of the SOW shall prevail.

1. Access to and use of Service

- 1. Grant of rights.** Subject to the Customer paying the applicable fees as set out in the SOW, StarRez grants the Customer a non-exclusive, non-transferable, limited right to access and use the Services during the Term in accordance with the Agreement. StarRez shall provide the Customer access to the Services via the internet for the Term in accordance with this Agreement. StarRez Software Licenses and Subscriptions are for the Customer's Housing and Accommodation Operations only.
- 2. Use of the Services.** The Customer will use the Services (a) solely for its own internal purposes for managing booking and residential activities for its residents and (b) otherwise in accordance with this Agreement and any other policies or documentation (including any service level agreement, acceptable or fair use policy or privacy policy) issued or made available by StarRez to the Customer from time to time. The Customer will not provide access to any portion of the Services to any person or entity other than an Authorized User or as otherwise expressly permitted in this Agreement. Customer will promptly and without undue delay notify StarRez upon learning of any unauthorized use of the Services or any other breach of security related to the Services. The Customer is fully liable for its Authorized Users' and End Users' use of the Services and compliance with the Agreement. StarRez may communicate with any Authorized Users about the Services, including how to use the Services.
- 3. Prohibited use.** In its use of the Services, without limiting any other term of this Agreement, the Customer agrees not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than Authorized Users or as expressly permitted by this Agreement; (b) use the Services to process data on behalf of any third party other than Authorized Users; (c) modify, adapt, or attempt to gain unauthorized access to the Services; (d) use the Services in any unlawful manner; (e) use the Services to send unsolicited or unauthorized mail, spam, other forms of duplicative or unsolicited communications; (f) use the Services to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights; (g) use the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components; (h) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software which comprises the Services; (i) use the Services to knowingly post, transmit, upload, link to, send or store any viruses, malware, or any other similar harmful software; or (j) attempt to use, or use the Services in violation of this Agreement.

2. Customer responsibilities and conditions of use

- 1. Provision of information.** The Customer is responsible for providing StarRez with the information necessary for StarRez to provide the Services. The Customer is solely responsible for the accuracy, quality and legality of such information.
- 2. Compliance with Laws.** The Customer is solely responsible for ensuring that use of the Services, including the storage and transmission of Customer Data, is compliant with all applicable Laws and any policies and agreements which may be in place between the Customer and an Authorized User or End User.
- 3. Testing.** If the Customer has any issues with the Software not performing in accordance with the documentation, the Customer can contact StarRez Support in accordance with the Service Level Agreement. It is the Customer's responsibility to thoroughly test the Software at the time of delivery and throughout the term of the Agreement, and raise any configuration, integration or other issues with StarRez during the term of the Agreement. If the lack of testing becomes the reason for poor results and performance of the Software, StarRez is not liable for the outcome or results. If the Customer has not raised any such issues with StarRez, then the Customer will be deemed to have accepted the Software.
- 4. Authorized Users.** The Customer represents and warrants that (a) all Authorized Users are highly competent, suitably qualified and appropriately trained to be able to use the Services and (b) it has the minimum resources, including its own in-house support, as required to enable Authorized Users to adequately use the Services. The Customer acknowledges and agrees that StarRez will provide reasonable assistance to the Customer as specified in this Agreement (including a service level agreement and/or SOW) and to the extent that additional training and support is requested by the Customer beyond what is reasonably required, the Customer may be liable to pay additional fees to StarRez for such support.
- 5. Acceptable use.** The Customer acknowledges that the Services are used concurrently by a number of other customers of StarRez and that if the Customer places very high demands on the Services then this will affect the experience and use of the Services by other customers. It is an unacceptable use of the Services if the Customer's use is reasonably considered, as determined in the sole discretion of StarRez to be excessive, fraudulent or to adversely affect the Services or other customers' use of or access to the Services. If the Customer's use of the Services constitutes unreasonable use under this Agreement, StarRez may contact the Customer to discuss the Customer's usage and may require the Customer to (a) change its usage so that it conforms with this Agreement and/or (b) pay additional fees to StarRez which are commensurate to any excessive use of the Services.

3. Payment and taxes

- 1. Fees.** The Fees applicable to the Customer's use of the Services for the initial Term will be as set out in the applicable SOW and Fees for any subsequent Term will be our standard Fees for the Services to which the Customer has subscribed, as applicable, as of the time each subsequent Term commences.
- 2. Payment.** Customer agrees to pay StarRez for the Services in accordance with the payment terms set out in the SOW. Except as otherwise provided in this Agreement or approved in writing by StarRez, orders for Services are non-cancellable, Fees paid to StarRez are non-refundable, and the Services purchased cannot be decreased or reduced during the relevant Term.
- 3. Taxes.** Unless otherwise stated in the SOW, the Customer shall pay for all applicable federal, state, and local taxes and assessments due in connection with this Agreement as set out in the SOW. All taxes payable by the Customer will be separately stated and exclusive of the Fees. The Customer will have no liability for taxes based on StarRez's net income or its authority to do business within a given jurisdiction.

4. Customer Data

- 1. Customer Data.** Unless otherwise provided in this Agreement, all Customer Data is owned by the Customer and will not be shared by StarRez with any third party unless requested or authorized by the Customer. The Customer is solely responsible for the content of all Customer Data. The Customer must secure and maintain all rights in Customer Data necessary for StarRez to provide the Services to the Customer without violating the rights of any third party or otherwise obligating StarRez to the Customer or to any third party. StarRez does not and will not

assume any obligations with respect to the Customer Data or to the Customer's use of the Services other than as expressly set out in this Agreement or as required by applicable Law.

2. **Right to use.** The Customer hereby authorizes StarRez to use the Customer Data for the purpose of enabling StarRez to perform the Services. Customer Data will not be replicated into test environment unless requested in writing by the Customer. Customer acknowledges that the Services do not require any personally identifiable information of Authorized Users or End Users other than names and addresses and the Customer agrees not to input or submit to StarRez any other personally identifiable information. Customer warrants that throughout the term of this Agreement (a) Customer has the right to authorize StarRez's use of the Customer Data as set forth in this Agreement; and (b) the Customer Data is valid and accurate in all material respects. In addition, the Customer grants StarRez the right to de-identify and aggregate Customer Data and to use such de-identified and aggregated data for its own purposes, provided that such data is never re-identified or associated with the Customer.
3. **Data protection.** StarRez maintains appropriate administrative, physical, and technical safeguards for the protection, security, confidentiality and integrity of Customer Data, including having measures for preventing unlawful or unauthorized access, use, modification or disclosure of such data.
4. **CCPA.** To the extent that StarRez's processing of personal information (as such term is defined in the CCPA) on behalf of Customer falls within the scope of the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. ("CCPA"), the parties agree that (i) Customer is considered a "Business" under the CCPA and (ii) StarRez is acting as a "Service Provider," as such terms are defined pursuant to the CCPA. Accordingly, Customer as the "Business" bears the primary responsibility for ensuring that any processing of personal information is compliant with the CCPA. StarRez will use, process and transfer any personal information provided by Customer solely for the purpose of performing StarRez's obligations under this Agreement, and for no commercial purpose other than the performance of such obligations and improvement of the Service. For the avoidance of any doubt, StarRez will not sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate personal information of Authorized Users or End Users to a third party for monetary or other valuable consideration. StarRez may share aggregated and/or anonymized information regarding Customer's use of the Services with third parties to help StarRez develop and improve the Services in accordance with Section 4.2.

5. Use of Third Party Services

1. **Third Party Services.** The Services may contain features designed to be integrated and/or configured with Third Party Services. To use such features, the Customer may be required to obtain access to such Third Party Services and may be required to grant StarRez access to account(s) of the Customer associated with such Third Party Services. By enabling any Third Party Services, the Customer is expressly permitting StarRez to disclose any information or Customer Data necessary to facilitate the use or enablement of such Third Party Services. StarRez cannot guarantee the continued availability of such features, and may cease providing them without entitling the Customer to any refund, credit, or other compensation, if for example and without limitation, the third party provider ceases to make the Third Party Services available in a manner acceptable to StarRez and/or which can be configured with the Services. If the Customer decides to enable, access or use Third Party Services, the Customer's access and use of such Third Party Services are governed solely by the terms and conditions of such Third Party Services, and StarRez does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Third Party Services, including, without limitation, their content or the manner in which they handle, protect, manage the Customer's data or any interaction between the Customer and the provider of such Third Party Services.
2. **Disclaimer of liability.** StarRez is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by a third party provider and StarRez disclaims any and all liability for the use of any Third Party Services. The Customer irrevocably waives any claim against StarRez with respect to such Third Party Services and StarRez is not liable for any damage or loss caused or alleged to be caused by or in connection with a Customer's enablement, access or use of any such Third Party Services, or any reliance on the privacy practices, data security processes or other policies of such Third Party Services.

6. Confidentiality and privacy

1. **Confidentiality.** In consideration of the 'Discloser' (as defined in clause 12) disclosing or making available any

Confidential Information to the 'Recipient' (as defined in clause 12) on the terms of this Agreement, the Recipient must (a) keep the Confidential Information secret and preserve its confidential nature (b) not use, copy or reproduce the Confidential Information for any purpose other than for the purpose of using the Services c) not use, copy or reproduce the Confidential Information to the disadvantage of the Discloser (d) keep the Confidential Information secure and protected from loss and not disclose, cause or permit the disclosure of Confidential Information to any person other than as permitted under this Agreement (e) maintain appropriate security measures, in no case less than the security measures taken by the recipient to protect their own Confidential Information, to protect the Confidential Information against unauthorized access, use or disclosure and (f) not reverse engineer, decompile or disassemble any Confidential Information, unless the Discloser has consented to the disclosure or the disclosure is required by Law

2. **Privacy.** Any personal information forming part of the Customer Data will be collected and used by StarRez in accordance with its privacy policy issued or made available to the Customer from time to time and otherwise in accordance with Privacy Laws. The Customer acknowledges and agrees that in collecting, soliciting, holding, using and/or disclosing personal information as part of its use of the Services, the Customer is responsible for complying with Privacy Laws at all times. The Customer must ensure that at all relevant times it holds all approvals required to permit StarRez to provide the Services and must inform StarRez as soon as it becomes aware that it does not hold any such approvals.

7. Use of Third Party Services

1. **Ownership.** The Customer acknowledges that all intellectual property rights in the Services, and all material published by StarRez in respect of the Services, including but not limited to text, graphics, photos, logos, images, trade-marks, audio and audio visual clips, databases, data compilations, data and software (but excluding any content uploaded by the Customer or any other Authorized Users or End Users) (Content) are (as between the Customer and StarRez) owned and controlled by or licensed to StarRez. The Customer must not copy, adapt, display, communicate to the public or otherwise use any Content except as otherwise provided in this Agreement or permitted by StarRez from time to time.
2. **Privacy.** License to use feedback. Customer grants StarRez a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services (including, without limitation, into the Software) any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its Authorized Users relating to the Services.

8. Term and termination

1. **Term.** This Agreement commences on the Commencement Date and remains in force for a period of three (3) years, unless otherwise specified in the SOW. Upon the completion of this initial term, unless this Agreement is terminated in accordance with clause 8.2, the term of the Agreement shall renew and extend automatically in one (1) year increments unless otherwise specified in the SOW.
2. **Termination.** Either party may elect to terminate this Agreement at the end of the then current Term by providing written notice to the other party of not less than sixty (60) days prior to the end of such Term. Either party may immediately terminate this Agreement or a SOW if (a) the other party materially breaches any of the terms of this Agreement and fails to remedy such breach within sixty (60) days' written notice of such breach; or (b) the other party is the subject of an Insolvency Event. StarRez may terminate this Agreement on written notice if the Customer is the subject of a change in Control.
3. **Suspension.** If, at any time, the Customer is in breach of this Agreement (including by failing to pay any fees due to StarRez under this Agreement), then StarRez may, in its sole discretion and without prejudice to its other rights, suspend any part or all of the Services and the Customer's access to the Service upon providing notice to the Customer. Any such suspension will not relieve the Customer from its obligation to pay StarRez in respect of the Services.
4. **Effect of termination.** Termination of this SSA or a SOW will not relieve the Customer from its obligation to pay StarRez any incurred and outstanding fees stated in any applicable SOW. Upon termination of this Agreement: (a) the Customer shall immediately pay StarRez for all unpaid fees accrued up to the effective date of termination; and (b) the Customer will notify Authorized Users and End Users that their access to the Services has terminated;

and (c) at the Customer's written request, StarRez will make available for export or download an electronic copy of the Customer Data and any Confidential Information of the Customer, provided that such request is made by the Customer within 30 days of termination. StarRez then current Services fees will apply to any required work. Termination of this Agreement shall not be construed to waive or release any claim that a party is entitled to assert at the time of such termination, and the applicable provisions of this Agreement shall continue to apply to such claim until it is resolved. Termination of a SOW does not terminate this SSA; however, termination of this SSA will result in the immediate termination of this Agreement and all SOWs.

9. Limited warranty and disclaimer

1. **Limited warranty and disclaimer.** StarRez warrants that: (a) it has the necessary rights to provide the Services to the Customer; and (b) the Services do not and will not infringe the intellectual property rights of a third party. The Customer's sole remedy and StarRez's sole liability for a breach of the foregoing warranties is StarRez's obligation to defend and indemnify the Customer under clause 10.2. The warranties set forth in this clause 9.1 are the sole warranties provided by StarRez hereunder, and except for such limited warranties, the Services are provided on an "as is" and "as available" basis, without any warranties of any kind to the fullest extent permitted by law. STARREZ MAKES NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, THAT THE SERVICES WILL BE FIT FOR A PARTICULAR PURPOSE, TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, STARREZ DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Liability and indemnity

1. **Limitation of liability.** Notwithstanding anything else in this Agreement and to the extent permitted by Law, under no circumstances (whether in contract, tort, negligence or otherwise) is StarRez or any of its Affiliates, officers, directors, employees, agents, service providers, suppliers or licensors liable to the Customer or any of its Authorized Users or any End User for any lost profits, lost sales or business, lost data, business interruption, loss of goodwill, or for any other type of indirect, incidental, special, exemplary, consequential or punitive loss or damages incurred by the Customer or any or any of its Authorized Users or any End User in connection with this Agreement or the Services. StarRez's aggregate liability under this Agreement to the Customer and any of its Authorized Users or any End User shall not exceed an amount equal to the fees actually received by it from the Customer during the twelve (12) months immediately preceding the events giving rise to the liability. This limitation of liability provision shall not apply to any claims for bodily injury, wrongful death, or physical property damage for which either party may be liable. The Customer acknowledges and agrees that the essential purpose of this clause 10.1 is to allocate the risks under this Agreement between the parties and to limit potential liability and that the Fees have been set on this basis and would have been substantially higher if StarRez were to assume any further liability other than as set forth in this Agreement.
2. **Indemnity.** StarRez will defend and indemnify the Customer from and against all third-party claims to the extent resulting from or alleged to have resulted from the Services' infringement of a third party's intellectual property right. The Customer will defend and indemnify StarRez, its Affiliates, and their respective directors, officers and employees from and against all third-party claims to the extent resulting from or alleged to have resulted from (a) the infringement of a third party's intellectual property right by any content, data or other information uploaded into StarRez's system or otherwise provided by the Customer; or (b) the Customer's material breach of the Agreement.
3. **Indemnification procedure.** Each party will promptly notify the other in writing of any third-party claim. The indemnifying party will (a) control the defense of the claim; and (b) obtain the other party's prior written approval of the indemnifying party's settlement or compromise of a claim. The indemnified party will (a) not unreasonably withhold or delay its approval of the request for settlement or compromise; and (b) assist and cooperate in the defense as reasonably requested by the indemnifying party at the indemnifying party's expense.
4. **Claims.** Any claims or rights to damages that the Customer may have against StarRez under this Agreement shall only be enforceable against StarRez and not any other entity (including any of its Affiliates) or its officers, directors, representatives or agents.

11. General

1. **Notices.** All notices which are required to be given under this Agreement shall be in writing (including by email) and shall be sent to the address of the other party as set out in the applicable SOW. They shall be deemed received (i) upon delivery in the case of personal delivery or email, (ii) the next day in the case of overnight courier, and (iii) five (5) days after mailing, in the case of mail.
2. **Governing Law and Disputes.** The construction, interpretation and performance of this Agreement shall be governed by the laws of the country of incorporation of the relevant StarRez entity as noted in the applicable SOW, and each party irrevocably submits to the exclusive jurisdiction of its courts and the courts of appeal from them. The application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement.
3. **Attorneys' Fees and/or Costs.** In any action to enforce the terms of this Agreement, the party that does not substantially prevail shall be liable to the substantially prevailing party for all reasonable costs incurred in the substantially prevailing party's enforcement of this Agreement, including, but not limited to, its reasonable attorneys' fees and costs.
4. **Variations.** StarRez reserves the right to change this SSA at any time by providing at least 14 days' notice to the Customer. This may include changes needed to reflect changes to the law, changes to StarRez' terms of trade, changes to the Services, or to the features or functionality of the Software. Following such change, the Customer's continued use of the Services will constitute the Customer's acceptance of the terms as amended.
5. **Assignment.** The Customer shall not assign, transfer or sublicense any of its rights or obligations under this Agreement to any other entity without StarRez's prior written consent. Any attempted assignment in violation of this section shall be null and void.
6. **Partial invalidity.** If any clause or part of a clause of this Agreement is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.
7. **Force majeure.** StarRez is not responsible for failure to fulfil its obligations under this Agreement due to acts of God, strikes, riots, war, natural disaster, pandemics, other public health emergency, insurrection, governmental action or inaction, or other causes beyond its reasonable control.
8. **Relationship.** The Agreement does not create a partnership, agency relationship, or joint venture between the parties.
9. **Survival.** All provisions of this Agreement that, by their nature should survive termination of this Agreement, shall survive including all limitations on liability, releases, indemnification obligations, disclaimers, choice of law and intellectual property protections.

12. Definitions

Unless otherwise defined, all capitalized terms in in this Agreement have the following meaning:

- **Affiliates** means an entity that Controls, is Controlled by, or is under common Control with, a party;
- **Authorized Users** means an employee of the Customer, any other individual engaged by the Customer who is Authorized by StarRez to use the Services and any Affiliates or other associates of the Customer expressly Authorized by StarRez in writing to use the Services;
- **Commencement Date** means the date stipulated in the applicable SOW;
- **Confidential Information** means all information disclosed by one party to the other party which is in tangible form and designated as confidential or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, and includes all Customer Data and any StarRez product or pricing information but does not include any information that recipient can prove (a) was known to the recipient at the time of disclosure; (b) is or becomes generally known to

the public other than through a breach of this Agreement; (c) was obtained by the recipient from a third party without any confidentiality obligation; or (d) was independently developed by the receiving party as demonstrated by contemporaneous written records, other than through a breach of this Agreement;

- **Customer Data** means all data that is provided to or obtained by StarRez by, or on behalf of, Customer through use of the Services, excluding de-identified and aggregated data;
- **Control** means direct or indirect ownership of (a) more than 50% of an entity's voting interest; or (b) the right to receive more than fifty percent (50%) of an entity's profits, or (c) the power to manage or direct the affairs of an entity, either directly or through a subsidiary or contractual relationship;
- **End User** means any person or entity other than the Customer or its Authorized Users with whom the Customer or its Authorized Users interact while using the Services, including those students or residents who have access to any part of the Software;
- **Fees** means all fees and charges associated with a Customer's access to and use of the Services;
- **Insolvency Event** means anything that reasonably indicates that there is a significant risk that a party is or will become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors in any jurisdiction;
- **Law** means any applicable law, regulation or legal, judicial or administrative process, an order of a court, or the rules of a government authority, a semi-government authority or judicial body, or pursuant to an audit or examination by a regulator, including the listing and other rules of a recognized stock exchange;
- **Privacy Law** means any applicable law that applies to the collection, use, disclosure or handling of information about individuals;
- **Services** means the products and services ordered by the Customer and made available online by StarRez, including, without limitation, the Software, updates, documentation, implementation services, consultancy services and all additional services the Customer has purchased or to which it has subscribed as set out in a SOW and which are provided by StarRez pursuant to this Agreement, but excluding any Third Party Services;
- **Software** means the software provided by StarRez via the internet that allows the Customer and End Users to use any functionality in connection with the Services;
- **Term** means the initial term of the Agreement as stated in the applicable SOW and any subsequent term; and
- **Third Party Services** means any third party products, applications, services, software, networks, systems, directories, websites, databases and information which a Service links to, or which the Customer may connect to or enable in conjunction with a Service, including, without limitation, a third party service which may be integrated directly by the Customer or at the Customer's direction.